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legibly, preferably
in black type or
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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

010644/100

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

13

3941902

Name of company

* Rothcare Estates Limited (the "Chargor")

Date of creation of the charge

6 July 2004

Description of the instrument (if any) creating or evidencing the charge (note 2)

Guarantee and Debenture between the Chargor and the other companies listed in Part I of the attached Schedule and Barclays Bank plc (the "Debenture")

Amount secured by the mortgage or charge

All Indebtedness now or in the future due, owing or incurred (before or after demand) to the Bank in any manner by the Chargor and all the other Companies, including in each case all interest, commission, fees, charges, costs and expenses which the Bank may charge in the course of its business or incur in respect of the Companies or their affairs. The interest will be calculated and compounded in accordance with the Bank's usual practice, before and also after any demand or judgment.

Certain terms used above are defined in Part II of the attached Schedule.

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank Plc

54 Lombard Street
London

Postcode EC3P 3AH

Presentor's name, address and reference (if any):

Osborne Clarke
Apex Plaza
Forbury Road
Reading
RG1 1AX
(Ref: 0887038/631007)

Time critical reference

For official use
Mortgage section

Post room



Com 395-1/2

Short particulars of all the property mortgaged or charged

Specified in Part III of the attached Schedule.

NB. Part IV of the attached Schedule contains covenants by and restrictions on the Companies which protect and further define the charges and which must be read as part of the charges created.

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Please complete legibly, preferably in black type or bold block lettering

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed Osborne Clarke *Osborne Clarke* Date 8 July 2004

On behalf of ~~[company]~~ [mortgagee/chargee]*

*Delete as appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

Rothcare Estates Limited

Schedule to Form 395 for Debenture

Part I

List of the Companies

Castlecare Group Limited (company registered number 5094462) (the "Agent")

Castlecare Holdings Limited (company registered number 2178870)

Castle Homes Limited (company registered number 2910603)

Rothcare Estates Limited (company registered number 3941902)

Castle Homes Care Limited (company registered number 3124409)

Education Action Limited (company registered number 4525732)

Castlecare Cymru Limited (company registered number 4766939)

Part II

Definitions

In this form 395:

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18.1 of the Debenture;

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative;

'Companies' means the companies listed in part I of this Schedule and includes any company which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession);

'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3.1.3 of the Debenture but only insofar as concerns that floating charge;

'Indebtedness' includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, whether or not the Bank was a party to the original transaction, and including principal, interest, commission, fees and other charges;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3.1.2(i) of the Debenture;

'Land' includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

'now' means on the date of the Debenture and **'present'** and **'future'** shall be construed accordingly;

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3.1.2 of the Debenture;

'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (whether or not marketable) now or in the future owned by the Chargor (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.

Part III

Particulars of Property Mortgaged or Charged

By clause 3.1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness:

1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Chargor and not registered at H.M. Land Registry;
2. by way of fixed charge:
 - (a) all freehold and leasehold Land in England and Wales now vested in the Chargor and registered at H.M. Land Registry;
 - (b) all other Land which is now, or in the future becomes, the Chargor's property;
 - (c) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Chargor;
 - (d) all plant and machinery now or in the future attached to any Land and all rights and interests the Chargor has under all present and future agreements relating to this plant and machinery;
 - (e) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land;
 - (f) all the Chargor's Securities;
 - (g) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor and all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);
 - (h) all the Chargor's goodwill and uncalled share capital for the time being;
 - (i)
 - all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which the Chargor is entitled together with others;
 - the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world;

- all trade secrets, confidential information and know-how owned or enjoyed by the Chargor now or in the future in any party of the world;
- (j) all book and other debts now or in the future owing to the Chargor;
- (k) all present and future rights and claims the Chargor has against third parties, capable of being satisfied by the payment of money;
- (l) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security;
3. by way of floating charge:
- (a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above; and
- (b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland;
- but in each case so that the Chargor shall not without the Bank's prior written consent:
- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge);
 - take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets;
 - sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

Part IV

Covenants and Restrictions

1. Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the Bank specifies in the notice.
2. Under clause 3.3 of the Debenture, subject to the rights of any prior mortgagee and unless otherwise agreed by the Bank, the Chargor must:
 1. deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3.1 including insurance and assurance policies;
 2. execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over registered Securities or a pledge over bearer Securities, including any Securities within any paperless transfer and settlement system or held in a clearing system, and give any instructions and take any actions it may require to achieve this.
3. Under clause 3.4 of the Debenture, unless and until it becomes enforceable or the Bank directs otherwise:
 1. the Chargor may continue to exercise all voting and other rights attaching to Securities as long as you remain their registered owner;
 2. if Securities are registered in the Bank's nominee's name, all voting and other rights attached to them will be exercised by the nominee in accordance with the instructions the Chargor issues from time to time. In the absence of instructions, the nominee will refrain from exercising any of these rights.
4. Under clause 3.5 of the Debenture, any mortgage, fixed charge or other fixed security the Chargor creates in favour of the Bank will have priority over the floating charge created by clause 3.1.3 unless the Bank states otherwise on or after its creation.
5. Under clause 3.6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
6. Under clause 4.1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account as the Bank directs. Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Bank's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
7. Under clause 4.2 of the Debenture, if the Bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by this debenture will in all other respects remain in full force and effect. In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3.1, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor.

8. Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent:

1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;
2. sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

9. Under clause 10 of the Debenture:

1. the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Land, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet;
2. the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03941902

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 6th JULY 2004 AND CREATED BY ROTHCARE ESTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2004.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

